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8 Counsel for Federal Defendant U.S. Department
of Interior, Bureau of Land Management

12 JEANETTE BERTOLINO, *et al.*
13 Plaintiffs,

14 || VS.

15 U.S. DEPARTMENT OF INTERIOR,
16 BUREAU OF LAND MANAGEMENT,
17 CLARK COUNTY, NEVADA, DOES I
through X, and ROE CORPORATIONS I
through X,

18 Defendants.

Case No. 2:08-cv-1131-LDG-RJJ

**STIPULATION TO SETTLE
ATTORNEY FEES AND DISMISS
WITH PREJUDICE**

20 Plaintiffs and Defendants, by their undersigned attorneys, hereby stipulate as follows:

RECITALS

22 WHEREAS, the remaining claim in this action is Plaintiffs’ assertion that the Department
23 of the Interior, Bureau of Land Management (hereinafter “the Department”) has not complied
24 with the National Environmental Policy Act (“NEPA”) in authorizing the transfer of land and
25 disbursement of funds to Clark County, Nevada, for development of a shooting range complex;

26 WHEREAS, the Court denied Plaintiffs' motion for preliminary injunction but found that

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1 it was likely to succeed on the merits of its NEPA claim;

2 WHEREAS the Department subsequently prepared an environmental analysis ("EA") and
3 the adequacy of the analysis remains to be resolved;

4 WHEREAS, the Department and Plaintiffs have negotiated a settlement of this action;
5 and

6 WHEREAS, Clark County supports this settlement.

7 **THEREFORE, THE PARTIES STIPULATE AS FOLLOWS:**

8 1. The Department agrees to settle any and all claims for costs and attorneys' fees of
9 Plaintiffs Jeanette Bertolino *et al.* in the above captioned litigation for thirty thousand dollars
10 (\$30,000.00).

11 2. Plaintiffs agree that acceptance of payment of \$30,000.00 shall fully satisfy any
12 and all claims they may have against the Department for attorneys' fees and costs incurred in this
13 action under the Equal Access to Justice Act, 28 U.S.C. § 2412 ("EAJA"), and any other
14 authority and shall release the Department from all such claims.

15 3. Plaintiffs agree to provide the Department with all information necessary to
16 process the disbursement, including the payee's name, address, bank account number and
17 account type, the name of the payee's bank, the bank routing transit number ("RTN") and the
18 payee's tax identification number.

19 4. The Department's payment, as identified above, shall be accomplished by making
20 an electronic payment to Plaintiffs in accordance with the information that Plaintiffs provide to
21 Defendants.

22 5. The Parties agree, in accordance with Rule 41(a), Federal Rules of Civil
23 Procedure, that this lawsuit shall be dismissed with prejudice.

24 6. This Stipulation is the result of compromise and settlement and is based on and
25 limited solely to the facts involved in this case. It has no precedential value and shall not be
26 construed as an admission of liability by the Department, nor be cited in any other litigation.

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28 **STIPULATION TO SETTLE ATTORNEY FEES AND DISMISS WITH PREJUDICE**

1 7. This Stipulation contains the entire agreement between the Parties to this
2 Stipulation, and all previous understandings, agreements, and communications prior to the date
3 hereof, whether express or implied, oral or written, relating to the subject matter of this
4 Stipulation, are fully and completely extinguished and superseded by this Stipulation.

5 8. No provision of this Stipulation shall be interpreted as or constitute a commitment
6 or requirement that the Department obligate or pay funds in violation of the Anti-Deficiency Act,
7 31 U.S.C. § 1341, or any other applicable appropriations law.

8 9. The undersigned representatives of the Parties certify that they are fully authorized
9 by the respective Parties whom they represent to enter into the terms and conditions of this
10 Stipulation and to legally bind such Parties to it.

11 10. The provisions of this Stipulation shall apply to and be binding upon each of the
12 Parties including, but not limited to, their officers, directors, servants, employees, successors, and
13 assigns.

14 11. This Stipulation shall become effective upon approval by the Court of this
15 Stipulation.

16 12. The Parties respectfully request that the Court review and approve this
17 Stipulation by signing on the signature block below provided for that purpose.

18 13. Counsel for Plaintiffs and Clark County have agreed to the terms of this
19 Stipulation and have consented to application of their electronic signatures to this Stipulation.
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1 **IT IS HEREBY AGREED.**

2 DATED: September 15, 2010

3 Ignacio S. Moreno
4 Assistant Attorney General
5 U.S. Department of Justice

6 /s/ David L. Negri
7 **David L. Negri**
8 U.S. Department of Justice
9 Environment and Natural Resources Division

10 Counsel for the Federal Defendant U.S. Department
11 of Interior, Bureau of Land Management

12 OF COUNSEL:

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15 Office of the Regional Solicitor, Pacific Southwest Region
16 U.S. Department of the Interior
17 Sacramento, California

18 /s/ Brooke a. Bohlke
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22 Las Vegas, Nevada 89101

23 Counsel for Plaintiffs

24 /s/ Robert T. Warhola
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Counsel for Defendant Clark County, Nevada

29 **IT IS SO ORDERED:**

30 
31 Honorable Lloyd D. George
32 United States District Judge

33 DATED: 16 Sept 2010

34 **STIPULATION TO SETTLE ATTORNEY FEES AND DISMISS WITH PREJUDICE**